

REMARKS

Petition for Extension of Time Under 37 CFR 1.136(a)

It is hereby requested that the term to respond to the Examiner's Action of May 3, 2007 be extended 1 month, from August 3, 2007 to September 4, 2007 (September 3, 2007 being a Federal holiday).

Authorization to charge a Credit Card is given to cover the extension fee. The Commissioner is hereby authorized to charge any additional fees associated with this communication to Deposit Account No. 09-0461.

In the Office Action, the Examiner indicated that Claims 1 through 18 are pending in the application and the Examiner rejected all claims.

Claim Rejections, 35 U.S.C. § 102

On page 4 of the Office Action, the Examiner rejected Claims 1-18 under 35 U.S.C. §102(e) as being anticipated by U.S. Patent Application No. 20060075122 to Lindskog et al. ("Lindskog"). This rejection is respectfully traversed.

The Present Invention

The present claimed invention teaches a method, computer program product and system for using a digital signature in privacy policies submitted to an E-Marketplace where electronic transactions are conducted.

Claim 1, as amended, recites :

A method of conducting electronic commerce transactions among a plurality of participants in an E-marketplace, comprising the steps of:

the E-marketplace obtaining digitally-signed privacy-use information for each participant;
and
the E-marketplace sharing the digitally-signed privacy-use information with any
participants interested in doing business with each other in the E-marketplace.

Amended claims 7 and 13 recite similar language.

In the claimed invention, the E-marketplace obtains digitally signed privacy-use information (privacy policy) from each of a plurality of participants and then shares the digitally signed privacy information with any participants interested in doing business with each other. The E-marketplace is discussed on page 7, lines 2-15 of the specification and shown in Figs. 1 and 2 as being a distinct entity that is coupled to a plurality of participants including buyers, sellers and third parties through a network such as the internet. The E-marketplace receives communications from the buyers, sellers and third parties; stores information for viewing by the participants; and stores information relating to transactions that occur in the E-marketplace. Thus, the E-marketplace is a separate entity from the plurality of participants in the E-marketplace.

U.S. Patent Application No. 20060075122 to Lindskog et al.

U.S. Patent Application No. 20060075122 to Lindskog et al. ("Lindskog") teaches that a single user (through the use of a user agent that is associated with the user or provided in the user equipment) (page 2, paragraph [0017] of Lindskog) generates a receipt when the user accepts a privacy policy file that has been transmitted by a content provider to the user agent (Abstract of Lindskog). First, the user agent requests a resource over the internet from a content provider on behalf of a user. In response, the content provider transmits a privacy policy file containing

information regarding the usage of cookies to the user agent. The user agent then transmits a cookie receipt back to the content provider specifying whether the user accepts the policy. As a result, the content provider is made aware of whether the user will permit the content provider to transmit a cookie along with the requested resource. The invention of Lindskog only discloses the existence of one privacy policy file (that of the content provider) and the privacy policy file is only transmitted one time (from the content provider to the user agent). The invention of Lindskog does not teach that a privacy policy file is ever transmitted to any type of intermediary at any time and does not teach that any other privacy policy files other than that of the content provider are transmitted at any time.

The Cited Prior Art Does Not Anticipate the Claimed Invention

The MPEP and case law provide the following definition of anticipation for the purposes of 35 U.S.C. § 102:

A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." MPEP § 2131 citing *Verdegaal Bros. v. Union Oil Company of California*, 814 F.2d 628, 631, 2 U.S.P.Q. 2d 1051, 1053 (Fed. Cir. 1987)

The Examiner Has Not Established a *Prima Facie* Case of Anticipation

As noted above, the claims of the present invention recite that digitally-signed privacy-use information is obtained by an E-marketplace for each of a plurality of participants. Then, the E-marketplace shares the privacy information with the participants in the E-marketplace.

The nature of problem solved by the present claimed invention is that the privacy-use information is under the control of an intermediary (the E-marketplace) after it is submitted by one participant and before it is shared with another participant, so that the third party has an opportunity to modify privacy policy. The integrity of the digital signature ensures that privacy policies are not tampered with while under the control of the E-marketplace. By including a digital signature in a privacy policy submitted to the E-marketplace by a participant, other participants that subsequently receive the privacy policy from the E-marketplace can ensure the integrity of the privacy policy by ensuring that the digital signature has not been altered by the E-marketplace or any other intermediary. Such assurance prevents an unscrupulous E-marketplace administration from modifying a submitted privacy policy before sharing it with the other participants and prevents an unscrupulous vendor from later denying the terms of the policy as being valid.

In contrast to the present invention, nowhere does Lindskog teach that a privacy policy is obtained by an intermediary from one entity and then shared by the intermediary with a second entity. Rather, the privacy policy of Lindskog is transmitted only once, from a single content provider to a single user agent. Thus, the problem of ensuring the integrity of the policy while it is under the control of an intermediary does not even exist in Lindskog.

The Examiner states that obtaining digitally-signed privacy-use information for each participant as recited by claim 1 is disclosed by the following language in Lindskog:

User clicks on seller website for content, and a third party obtains a privacy policy from the seller (paragraphs [0017] and [0046] of Lindskog) – The invention deals with usage in a P3P agreement procedure for providing resources from content providers over the internet (marketplace) (paragraph [0025])”

The Examiner further states that paragraphs [0017], [0018] and [0046] of Linskog teach sharing the digitally-signed privacy-use information with any participants interested in doing business with each other in the E-marketplace.

Initially, it appears that the Examiner is stating that the internet in Linskog is the same as the E-marketplace in the present claimed invention and that the user agent of Linskog is the same as some other third party in the present claimed invention. However, as discussed above, the E-marketplace in the present invention is an entity that obtains a privacy policy from one participant and then shares the policy with another participant. The internet is simply used to transfer the information in Linskog from the content provider to the user agent and is similarly shown in Figs. 1 and 2 of the present application as being used to transfer information between the E-marketplace and the various participants in the E-marketplace. Nowhere does Linskog disclose that the internet is a distinct entity which obtains privacy-use information from one entity and then shares it with another entity.

Also, Linskog does not disclose that privacy information is obtained from each participant as recited in the claims of the present invention. In Linskog, the content provider is the only entity that transmits a privacy policy. Linskog does not disclose that any type of policy is transmitted by the user or any other entity. Thus, nowhere does Linskog disclose that privacy-use information is obtained for each of a plurality of participants as in the presently claimed invention.

The Examiner additionally appears to be stating that the user of Linskog is the same as the participant in the presently claimed invention with whom the privacy-use information is

shared and that the user agent of Lindskog is the same as the E-marketplace in the presently claimed invention. However, the user and the user agent in Lindskog are both part of the same node in the transmission of the privacy file. The privacy policy file is transmitted to the user agent, and the user agent specifies whether the user accepts the policy or not without any further transmission of the privacy policy file. Nowhere does Lindskog disclose that the user agent must explicitly share the privacy policy file with the user as one entity would have to share it with another entity. Thus, the user agent of Lindskog is not the same as an E-marketplace that obtains digitally-signed privacy-use information for each participant and then shares digitally-signed privacy-use information with participants interested in doing business with each other.

Each of the independent claims expressly recite the above elements that are neither taught nor suggested by Lindskog. Accordingly, each of the independent claims (Claims 1, 7 and 13), and all claims depending therefrom, patentably define over Lindskog and are in condition for allowance.

Conclusion

The present invention is not taught or suggested by the prior art. Accordingly, the Examiner is respectfully requested to reconsider and withdraw the rejection of the claims. An early Notice of Allowance is earnestly solicited.

Application No. 10/706,334
Reply to Office Action of May 3, 2007

Amdt. dated September 4, 2007

The Commissioner is hereby authorized to charge any additional fees or credit any overpayment associated with this communication to Deposit Account No. 09-0461.

Respectfully submitted,

September 4, 2007
Date

/Mark D. Simpson/
Mark D. Simpson, Esquire
Registration No. 32,942

SYNNESTVEDT & LECHNER LLP
1101 Market Street
Suite 2600
Philadelphia, PA 19107
Telephone: (215) 923-4466
Facsimile: (215) 923-2189